

### **Section C:**

Opportunities for employee development through outside educational programs which are related to performance of official duties will be made available as applicable.

### **Section D:**

When the Employer is aware of locally available training, it will post copies of such training opportunities and provide the Union with copies of the training announcement.

### **Section E:**

1. The Agency shall provide requisite Basic Correctional Training (BCT) to all newly hired correctional officers and criminal investigators upon their entrance on duty and pre-service training as required. All non-uniform employees shall be required to complete pre-service training in line with Agency requirements. Such training shall be provided consistent with duty assignments and the implementation of new policies and procedures, to provide the skills necessary to perform the duties of their jobs.
2. Management retains the right to determine the amount, frequency, timing and manner in which the training shall be conducted, consistent with management rights. Management shall consider individual requests for additional training. Scheduled in-service training may be temporarily suspended or modified only by the Director or Deputy Director. The Union's Chairperson will be promptly notified in writing.

### **Section F: Firearms Training:**

1. Qualifying in firearms is a condition of employment for bargaining unit employees whose duties and responsibilities requires them to be able to use and carry firearms and ammunition. All correctional officers and criminal investigators must be eligible to use and carry firearms and ammunition in accordance with the requirements of their position, applicable D.C. and federal law in the performance of their official duties. All correctional officers and criminal investigators shall receive the appropriate range and firearm training. In addition, refresher training in the Agency's policies concerning the use of deadly force will also be provided to eligible employees.
2. Employees removed from Correctional Officer and Criminal Investigator Status (such as reinstated employees, etc.) for more than two (2) years shall be required to complete the In-Service Training Academy prior to returning to active duty.

3. Employees who fail to qualify and/or re-qualify with the firearm will be allowed one additional attempt to qualify/re-qualify after the initial attempt to qualify/re-qualify. Attempts to qualify/re-qualify must be undertaken in an Agency approved facility and with Agency approved instructors and on the Agency's time. Employees must successfully qualify/re-qualify in the use of a firearm as a condition of employment and/or continued employment.

## **ARTICLE 14                      HEALTH AND SAFETY**

### **Section A: Employees Working Alone:**

If employees are required to work in areas beyond the call, observation or periodic check of others where dangerous chemicals, explosives, toxic gases, radiation, laser light, high voltage or rotary machinery area is to be handled, the Agency shall take reasonable and necessary precautions to ensure the health and safety of an employee who might be endangered by working alone.

### **Section B: Medical Service: On-the-Job Injury:**

The Agency shall make first-aid kits reasonably available for use at each facility where bargaining unit employees are assigned for on-the-job injuries. A defibrillator will be made available on each floor (North and South Side) of the D.C. jail. If additional treatment appears to be necessary, the Agency shall arrange immediately for transportation to an appropriate medical facility.

### **Section C: Emergency and Preventive Services:**

1. The Employer agrees to provide emergency diagnosis and treatment, within the competence of the professional staff and the capability of the facilities health services unit, for employees who are injured or become ill during working hours.
2. The Employer will have preventive health services programs. The Agency will inform employees of health education and disease screening. All employees will be alerted immediately to the presence of major or serious infectious diseases in the workplace, and any such issues will be discussed at the next regularly scheduled Labor Management Committee meeting following the discovery of the issue.

### **Section D: Worker's Compensation Issues:**

The Agency agrees to follow D.C. law regarding worker's compensation issues, including requests for light duty work. Nothing in this Article or this Agreement shall be interpreted to extend to employees or the Union the right to file a grievance on worker's

compensation issues through the negotiated grievance procedure under Article 10 of this Agreement.

**Section E: Excessive Temperatures in Buildings:**

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the Employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the Employer may reassign employees to other duties of similar nature at a suitably temperate site. Administrative leave will be granted if authorized by the Mayor or his/her designee.

**Section F: Employee Health Services:**

Employees covered by this Agreement shall have access to employee health services provided by the Employer consistent with the Comprehensive Merit Personnel Act (D.C. Code Section 1-620.07).

**Section G: Maintenance of Health Records:**

Medical records of employees shall be maintained in accordance with the provisions of Chapter 31A of the D.C. Personnel Manual and Government regulations that maintain confidentiality of those records. Medical records shall not be disclosed to anyone except in compliance with applicable rules relating to disclosure of information.

**Section H:**

The Employer agrees to follow applicable Mayor's Order(s) and D.C. regulations regarding ergonomic policy for use of video display terminals.

**Section I:**

The Employer agrees to provide relief to correctional staff within a reasonable period of time for employees in areas where toilet facilities are not readily accessible.

**Section J:**

The Union may make recommendations to the Warden or the Director regarding detection methods used to prevent the introduction of contraband into the facilities.

**Section K: Working Conditions:**

1. The Employer will make every effort to provide and maintain safe working conditions. The Union will cooperate in these efforts by encouraging its

members to work in a safe manner and to obey established safety practices and regulations.

2. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XX of the Comprehensive Merit Personnel Act (2001, as amended, D.C. Code section 1-620.01 et seq.) or other relevant applicable regulations.

#### **Section L: Corrective Actions:**

1. If an employee observes a condition that he or she believes to be unsafe, the employee shall report the condition to the immediate supervisor.
2. If the supervisor determines that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.
3. If the supervisor determines that a condition does not constitute an immediate hazard to the health and safety of the employee and the employee disagrees, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall make an immediate determination as to whether the condition constitutes an immediate hazard to the health and safety of the employee. An employee will not be required to operate unsafe equipment or work in conditions reported as unsafe or hazardous until the next level supervisor or designee has determined that the conditions or equipment are safe.
4. Matters related to alleged unsafe working areas or equipment may be brought to the attention of the safety committee.
5. Employees shall not be required to operate unsafe equipment that has been so determined by the Agency or the D. C. Chief Risk Officer.

#### **Section M: Safety Devices and Equipment:**

Protective devices and protective equipment as determined appropriate by the Employer or other competent authority shall be provided by the Agency and shall be used by the employees.

#### **Section N: Safety Training:**

1. The Agency shall provide safety training to employees as necessary for performance of their job. Issues involving safety training may be presented to the Risk Assessment Control Committee.

2. The Agency shall make CPR training available.

**Section O: Risk Assessment Control Committee:**

1. The Agency agrees that the Union shall have two (2) members, one (1) correctional and one (1) non-correctional, on the Agency's Risk Assessment Control Committee. Committee meetings will be held during working hours without loss of pay or leave to employees.
2. One (1) Union and one (1) Agency representative shall each serve as co-chairpersons of the Committee.
3. The Risk Assessment Control Committee shall:
  - a. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meetings, labor and management must submit their respective agendas to each other at least five (5) days in advance;
  - b. Conduct safety surveys, consider training needs, and make recommendations to the Director;
  - c. Consult with and advise the Director; and,
  - d. Receive appropriate health and safety training.
4. The Director (or his/her designee) shall inform the Committee, within a reasonable time after submission to the Director, whether any action was taken on safety matters initiated by the Committee.

**Section P:**

In January of each year, the Agency agrees to provide the Risk Assessment Control Committee members with a copy of all current D.C. Safety Officers, or Agency Risk Managers, and revisions as they occur.

**Section Q:**

The Union and the Agency will make every effort to prevent accidents of any kind. Should accidents occur, however, a prime consideration will be the welfare of injured employees consistent with medical protocol.

### **Section R:**

Transportation service shall be provided to transport injured employees on the compound for appropriate medical services. EMS services will be made available if determined appropriate by medical staff.

### **Section S:**

Forms and other documentation related to worker's compensation will be filed consistent with established procedures.

### **Section T: Line of Duty Death**

The Agency will notify the Union's Chairperson within 24 hours in the event of a death of a bargaining unit employee in the line of duty. The Agency will assist in the processing of requisite employment related insurance and certification paperwork.

## **ARTICLE 15                      REDUCTION-IN-FORCE**

### **Section A:**

The Employer agrees to notify the Union of proposed reduction-in-force (RIF) actions that may adversely affect unit employees. The Employer will consider the Union's views regarding minimizing the number of adversely affected unit employees.

### **Section B:**

Following the guidelines contained in the District of Columbia Personnel Manual, the Department agrees to minimize the effect on bargaining unit employees to the extent practicable. In the event of a RIF the procedures outlined in the laws and regulations of the District of Columbia will be utilized.

## **ARTICLE 16                      UNIFORMS**

### **Section A:**

All employees required to wear uniforms in the performance of duties shall adhere to all Agency policies and standards on uniforms. The Agency shall provide uniforms to correctional officers and maintenance staff.

### **Section B:**

Whenever uniform items become unserviceable, the employee shall make notification in accordance with the Agency's uniform policy. The employee shall bring those items to

the warehouse. The Agency shall replace all uniform items that are determined by the agency to be unserviceable.

**Section C:**

If a correctional officer is pregnant and on active duty, the Agency shall make available suitable uniform clothing, upon the employee's request.

**Section D:**

Recommendations from the Union regarding uniforms may be included as an agenda item at Labor Management Meetings.

**ARTICLE 17      DETAILS, TEMPORARY PROMOTIONS AND PAY  
IN HIGHER GRADE POSITIONS**

**Section A:**

Details or temporary promotions shall be made in accordance with appropriate provisions of the District Personnel Manual.

**Section B: Acting Pay:**

An employee detailed or assigned to a higher grade position, approved through the Director for more than thirty (30) consecutive days shall receive the higher rate of pay beginning the first full pay period following the thirty (30) day period. If Management decides to reassign an employee to a higher-grade position after the employee returns from the approved leave or disability compensation, such absences will not be considered a break in the consecutive day requirement.

**Section C:**

Management will ensure that an employee assigned or detailed to a higher grade position is not arbitrarily removed from detail and then reinstated to the detail in order to avoid paying the higher rate of pay in accordance with Section B of this Article.

**Section D:**

Details or assignments to a higher-grade position shall not be used as a pre-selection device. The preceding term "pre-selection device" refers to recurring patterns of selecting individuals for promotion who are not qualified but who are assigned or detailed to the higher-grade position as provided in the Article.

### **Section E:**

Competitive placement procedures will be utilized for all higher grade details extending beyond 120 days to established positions and 240 days to unestablished positions.

### **Section F:**

Management will generate the appropriate paper work (Form 52) for employees detailed/assigned to another position extending beyond thirty (30) days.

### **Section G:**

1. Management will notify the Union of all bargaining unit employees detailed or assigned to supervisory/managerial positions so that the Union can remove that employee from its roles as Union Officials or representatives during the period he/she is detailed or assigned to the supervisory position.
2. Employees detailed or temporarily promoted to a supervisory/management capacity will remain in the unit while serving in a detailed supervisory or management position. Such employees will not have any rights to grieve any issues concerning or arising from their supervisory/management duties and responsibilities nor will their status as bargaining unit members be negatively impacted by virtue of being detailed to a supervisory/management position. Disciplinary action arising solely from acting supervisory duties will result in the termination of the detail or temporary promotion and the employee will return to his/her position of record within the bargaining unit. During the detail or temporary promotion, if an employee is disciplined (including removal) for actions affecting or violating duties and responsibilities as a correctional officer within the bargaining unit, then the employee will have access to/rights to grieve the disciplinary action through the negotiated grievance procedure.
3. For the period of the detail or temporary promotion to a supervisory/management position, the employees are precluded from engaging in union activity as an employee union representative or Union official.

### **Section H:**

Bargaining unit employees shall be given the first opportunity to be assigned to details and temporary promotions into bargaining unit positions provided that they are qualified and available to perform the duties.



## **ARTICLE 18**

## **DISTRIBUTION OF OVERTIME AND TOUR OF DUTY**

### **Section A:**

Management retains the unfettered right to determine necessary job requirements for assignments and to determine the employees who are eligible to work the assignments.

### **Section B:**

Where management determines that employees are equally capable to perform overtime assignments, overtime will be offered to employees on a volunteer basis according to the requirements of the post to be filled and distributed equitably among those employees.

### **Section C: Overtime:**

#### **1. Voluntary Overtime**

A list shall be posted for employees to sign up for overtime. The employee must be present to sign his/her own name on the list. Correctional Officers, Grade 6 through 9 will be selected for overtime in descending order from the voluntary sign up list. Management will not arbitrarily deny employees overtime. If an employee's name is skipped over, the supervisor must justify to the employee, in writing, the reason for denying overtime work.

#### **2. Mandatory Overtime**

Based on operational demand and/or emergencies when it becomes necessary for management to order mandatory overtime, prior to invoking a draft, management will first attempt to locate volunteers or employees in an off duty status. If there is still a need, selections will be made among all employees (including those assigned to non-bid special skills post) in alphabetical order regardless of rank (Grades 6 through 9). An employee will not be required to work more than eight (8) hours of overtime per day unless unforeseen emergencies arise (inclement weather, disturbances, interstate transports, etc.). Employees shall be paid at the appropriate overtime rate for mandatory overtime hours worked. An employee may be paid straight time or compensatory time for ordered mandatory overtime if mutually agreed to by the parties in advance.

#### **3. Records of employees' voluntary and mandatory overtime performed shall be maintained by the Employer and made available to the Union upon request.**

4. The provision of this Article shall apply to employees who are required to work overtime.

#### **Section D: Shift Change:**

Annual changes in shift will be distributed and rotated equitably among qualified employees in accordance with internal policies and procedures.

1. The Union's Chairperson or designee will have ex-Officio membership as an observer on any joint labor-management committee regarding applicable annual shift change procedures. Any newly created post or modification of an existing post (days off, duty hours, former bid post which are converted to non-bid special skill post, etc.) will be submitted to the Work Force Utilization Committee prior to implementation.
2. Employees will not be arbitrarily removed or reassigned from a post they obtained through the Master Roster bid process. When management determines a need to remove or reassign an employee from a post assignment they shall notify the employee and the Union of the reason for the reassignment (and provide any supporting documentation, if applicable). Notice shall include the specific reason(s) that precipitated the proposed reassignment, if applicable, including performance deficiencies or the specific reason(s) for the manager's conclusion that a reassignment is in the best interest of the shift, facility or Agency. If management determines that a reassignment for the remainder of post term is necessary, management shall provide the employee with a written explanation of why the reassignment is necessary to meet the needs of the Agency.
3. The same provisions of this Article shall apply for all non-uniformed employees who are required to perform rotating shift work.
4. A record of employees' shift change and assigned days off will be submitted to the Union for review.
5. Employees are required to update information on their locator sheet as soon as changes are warranted, but in all cases, where changes are warranted they must be made within thirty (30) days.

#### **Section E:**

To be eligible for a post overtime assignment employees must be able to perform the duties of the post as set forth in the post orders.

## **ARTICLE 19**

## **MERIT STAFFING/PROMOTIONS**

### **Section A:**

Merit staffing and promotions procedures shall be implemented in accordance with the applicable provisions of the DPM as implemented in the DCHR Merit Staffing Plan and this Article.

### **Section B:**

1. The Agency will administer the following practices and principles:
  - a. The Employer will announce all job vacancies for at least ten (10) business days. A copy of the vacancy announcements will be provided to the Union by electronic mail.
  - b. Based on established DCHR procedures and qualifications, applicants will be evaluated and list qualified or unqualified (if so evaluated). Applicants will be referred to the selecting official with all the mandatory hiring preferences applied as required by DCHR rules and regulations.
  - c. Copies of Merit Staffing/Promotion Program Statement will be provided to the Union's Chairperson and can be accessed through the Agency's website and on LotusNotes.
2. The Union will have ex-officio membership as an observer on merit staffing panels to fill positions within the bargaining unit. The Union representative must be the same grade or higher than the position being filled. The Chairman of the Union is excluded from this restriction. The Union representative shall not participate in management's deliberations or the selection of candidates.

### **Section C:**

For non-correctional vacancies, if one (1) eligible candidate who is certified for consideration is interviewed, then all such candidates will be interviewed.

### **Section D:**

If the Agency returns a certification of eligible candidates for bargaining unit positions without selection the Agency shall provide notification to the Union.

### **Section E:**

No employee can file a grievance for non-selection unless there has been a violation of the DPM.

### **Section F:**

Upon a determination that a procedural violation occurred and a candidate was erroneously appointed or promoted, Management will initiate the remedial action in accordance with the DPM, Chapter 8, within 45 days.

## **ARTICLE 20                      POSITION DESCRIPTIONS**

### **Section A:**

Each bargaining unit employee will receive a copy of his/her position description by the DOC Office of Human Resources Management upon entry to duty or at the time of orientation. In addition, as position descriptions are revised, employees will receive a copy of the revised position description. Position descriptions will be furnished to the Union upon request.

### **Section B:**

The clause found in job descriptions "performs other duties as assigned" shall be construed to mean the employee may be assigned to other duties that are nominally related to regular assignments. The Employer recognizes that job assignments should be commensurate with position descriptions. The Union recognizes that at times the Employer must deviate from this policy. When such deviation is necessary, the Employer will make every effort to assign employees whose normal duties and pay levels are most nearly associated with the job to be assigned.

### **Section C:**

Position classification appeals are not subject to the negotiated grievance procedure.

### **Section D:**

An employee may request a review of his/her position classification. Such request will be submitted orally to the appropriate supervisor who will meet with the employee (and representative, if any) to discuss the matter and the circumstances leading up to the request for review. If the matter is not resolved, the employee may file a request for review through the DCHR classification unit.

## **ARTICLE 21**

## **PERSONNEL FILES**

### **Section A:**

The Official Personnel Files of all employees in the bargaining unit covered by this Agreement shall be maintained by the D.C. Office of Human Resources (DCHR) in accordance with DCHR policies and procedures.

### **Section B:**

Upon request, and in accordance with regulations and procedures issued by the DCHR, employees shall have the right to examine the contents of their Official Personnel Folder and to obtain copies of any documents therein.

### **Section C:**

The rights of employees pertaining to their Official Personnel Folder as referenced above shall apply to employees' information and/or training folders maintained by the Employer on the employee.

### **Section D:**

Upon request, the Employer shall provide the employee a copy of final reports and internal investigations related to the employee's performance, inmate complaints against employees and other work related matters concerning the employee when it results in disciplinary action.

### **Section E:**

Consistent with DCHR procedures, all persons who are authorized to review a personnel file must sign an Access Card. The access card signed by all those who have requested and been given access to the employee's file, shall be made available for review by the employee.

### **Section F:**

Upon presentation of written authorization by an employee, an employee's personnel records may be disclosed to his/her representative or other entity(ies) designated by the employee. The written authorization shall specify the documents and/or records to be disclosed or the degree of access permitted by the employee.

### **Section G:**

The employer will make a reasonable effort to ensure that inmates do not have access to employees' files and records.

### **Section H:**

Requests for copies of Official Personnel Files must be made to DCHR.

## **ARTICLE 22                      TRANSFERS**

It is recognized that the Employer has the right to transfer or reassign employees whenever the interest of the Agency so requires.

## **ARTICLE 23                      RETIREMENT COUNSELING**

### **Section A:**

Upon entry on duty, the Employer will ensure that bargaining unit employees are provided counseling and information regarding retirement, including information on voluntary deductions, benefits and insurance. This provision may be satisfied through New Employee Orientation, provided by the District's Department of Human Resources.

### **Section B:**

Eligible bargaining unit employees, defined as (1) employees covered by the Civil Service Retirement Program and who are within one (1) year of reaching age fifty (50) and having 19 years of creditable service, and (2) employees not covered by the Civil Service Retirement Program but who have completed at least seventeen (17) years of service with the District of Columbia government and who have notified the Department of their intention of separating from District Service within the next three years from the date of notification, will be afforded the opportunity to engage in individualized retirement or separation counseling. Such opportunity shall be afforded no more than once per year to an individual employee from the date of notification.

### **Section C:**

The Agency shall ensure that during individualized retirement or separation counseling sessions, eligible employees are provided with a complete retirement or separation information package, to include current separation or retirement (as applicable) procedures, criteria for continuing benefits, options for distribution, estimated monthly amounts the employee can expect to receive and a projected date of their initial distribution check and other benefits to which they may be entitled.

### **Section D:**

Within ten (10) working days of notification from an employee to the Agency that he/she intends to retire or separate from D.C. Government service, the Agency will notify each

employee of their assigned D.C. Department of Human Resources Retirement/Separation Counselor.

### **Section E:**

At least annually, the Agency will arrange for ING (or its successor/replacement) to conduct informational retirement planning sessions for bargaining unit employees. Such informational sessions shall be scheduled at a time and held at a facility that will maximize participation of bargaining unit employees, without compromising the safety and security of the Agency's facilities and operations.

## **ARTICLE 24                      LIGHT DUTY**

### **Section A:**

The D.C. Office of Risk Management will govern light duty assignments. Assignments to light duty may not be available for every employee who desires it, nor is there any assurance such an assignment will continue as long as the employee's limited circumstances persist. Any light duty assignment shall be temporary. The Employer will make every effort to provide light duty assignments which are temporary in nature as follows:

1. To be eligible for light duty, the employee's limitations must be certified by the employee's attending physician. The certification must identify the employee's impairment(s); the physical limitations associated with the impairment(s); the type of work he or she is capable of performing; and the duration of the impairment.
2. When there are more requests for light duty than are light duty assignments available, assignments shall be made in order of the employee's request given that management has determined the employees are equally qualified.
3. Upon request, the Agency designee shall provide the Union with a list of the assignments for all collective bargaining unit members on light duty.

## **ARTICLE 25                      PERFORMANCE COUNSELING**

### **Section A:**

If an employee is to be denied his/her periodic step increase he/she shall be so notified by his/her immediate supervisor in advance in writing.

### **Section B:**

Such notification shall include:

1. An explanation of each aspect of performance in which the employee's services fall below a satisfactory level and how this renders his/her performance on the job as a whole below a satisfactory level; and,
2. A statement of the satisfactory level of performance on each of those work aspects; and
3. Advice as to what the employee must do to bring his/her performance up to the satisfactory level.

### **Section C:**

Notification as stipulated above shall be made in advance of denial of the periodic step increase and the employee shall be given at least sixty (60) days to bring such performance up to a satisfactory level.

## **ARTICLE 26 NO STRIKE OR LOCKOUT**

### **Section A:**

Under the provisions of D.C. Code § 1-617.05, it is unlawful to participate in, authorize, or ratify a strike.

### **Section B:**

The term "strike" as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage or slowdown and shall be defined in accordance with D.C. Code § 1-617.05.

### **Section C:**

No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Agency in a strike situation retains the right to close down any facilities to provide for the safety of employees, property, inmates, or the public.

### **Section D:**

In the event of a strike as defined by this Article, and upon receipt of notice from the Employer of any strike, within eight (8) hours the Union shall publicly disavow the action by posting notices and issuing a news release to the media stating that the strike is



unauthorized. Notwithstanding the acceptance of the existence of any strike, the Union will use every reasonable effort in cooperation with the Employer to terminate the strike.

#### **Section E:**

It is recognized that any employee who participates in or initiates a strike as defined herein may be subject to disciplinary action.

### **ARTICLE 27                      PROTECTED DISCLOSURE**

#### **Section A:**

Pursuant to D.C. Code § 1-615.51 *et seq.*, employees shall be free to make a protected disclosure of information, that is not specifically prohibited by statute, by reporting gross mismanagement; gross misuse or waste of public resources or funds; abuse of authority in connection with the administration of a public program or the execution of a public contract; a violation of law, rule or regulation or of a term of contract between the District government and a District government contractor which is not of merely technical or minimal nature; or, a substantial and specific danger to the public health and safety. Said disclosures shall be made to any of the official governmental entities prescribed by law.

#### **Section B:**

Pursuant to D.C. Code § 1-615.51 *et seq.*, the Employer's representatives shall not threaten to take or take a prohibited personnel action or otherwise retaliate against an employee because of the employee's protected disclosure or because of an employee's refusal to comply with an illegal order. As defined by the D.C. Code § 1-615.52, prohibited personnel actions include recommended, threatened, or actual termination, demotion, suspension, or reprimand; involuntary transfer, reassignment, or detail; referral for psychiatric or psychological counseling; failure to promote or hire or take other favorable personnel action; or retaliating in any other manner against an employee.

### **ARTICLE 28                      DISTRIBUTION**

The Agreement shall be available on the Agency's website.

### **ARTICLE 29                      GENERAL**

Employees are required to update information on their locator sheet as soon as changes are warranted, but in all cases, where changes are warranted, they must be made within thirty (30) days.

## **ARTICLE 30**

## **LIABILITY**

### **Section A:**

The Employer shall provide, at its cost, legal representation to any employee who is a named defendant in a civil action arising out of acts committed by the employee within the legal scope of his/her employment, provided however that such representation is requested by the employee no more than five (5) calendar days after the service of process and that such representation would not pose a conflict of interest or potential conflict of interest.

### **Section B:**

Representation will be provided through the Office of the Attorney General. The decision of the Attorney General on whether to represent an employee shall be final. Should the Attorney General decline to represent the employee, the employee may be represented by any private attorney of his/her choice. The Employer will reimburse the employee for reasonable attorney fees (as determined by the Court) incurred in the employee's defense of the action.

### **Section C:**

Representation will generally not be provided where the employee has been found to have engaged in willful misconduct that has resulted in disciplinary action against him/her as a result of his/her conduct with respect to the matter in question.

## **ARTICLE 31**

## **DRUG AND ALCOHOL SCREENING**

### **Section A:**

To the extent not inconsistent with the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, drug and alcohol screening of bargaining unit employees will be conducted in accordance with the Agency's Mandatory Employee Drug and Alcohol Testing Program (MEDAT) set forth in Standard Operating Procedure 6050.4B. Any confirmed positive test results or refusal to submit to the test shall be grounds for termination of employment pursuant to the policies and procedures in the MEDAT Standard Operating Procedure 6050.4B.

### **Section B:**

To the extent not inconsistent with the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, the Agency agrees to assist career employees who voluntarily concede substance abuse dependency prior to either testing positive for illicit drugs or alcohol. In such cases, the employee will be required to enroll and complete a certified

substance abuse program. The employee will be subjected to a one year probationary period after completing the substance abuse program and will submit to drug and alcohol testing as frequently as the employer deems appropriate. The employee will be subjected to summary removal for any positive drug or alcohol testing results during the probationary period.

#### **Section C:**

Management retains the right to render the final decision as to whether an employee will be offered the option to rehabilitate in lieu of termination.

## **ARTICLE 32                      CONTRACTING OUT**

#### **Section A:**

Prior to contracting out which deviates from the Agency's past practices, the Employer agrees to consider existing resources, to consult with the Union and to consider the views, recommendations or suggestions offered by the Union.

#### **Section B:**

The Agency agrees to notify the Union of any contracting out actions which will displace any bargaining unit employee(s). The Employer further agrees to minimize displacement of bargaining unit employees through realignment and retraining consistent with applicable laws and regulations.

## **ARTICLE 33                      EMPLOYEE RECOGNITION COMMITTEE**

The Union shall have membership on any standing employee recognition committee and will be entitled to express its views, make recommendations and otherwise participate. The committee shall address employee recognition to the extent not inconsistent with management rights and the Incentive Awards Policy found in DPM, Chapter 19.

## **ARTICLE 34                      SAVINGS CLAUSE**

In the event that any part or provision of this Agreement shall at any time be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of any court of competent jurisdiction, such invalidation shall not affect any other part or provision hereof, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Where

appropriate, and upon request of either party, the parties shall meet within 120 days to negotiate any substitute provision(s).

## **ARTICLE 35      DURATION AND FINALITY OF AGREEMENT**

### **Section A:**

This Agreement shall remain in full force and effect until September 30, 2019. The Agreement will become effective upon the Mayor's approval subject to the provisions of D.C. Code §1- 617.15 (2014 Repl. and 2016 Supp.) and ratification by the Union. If disapproved because certain provisions are asserted to be contrary to applicable law of if not ratified by the Union, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

### **Section B:**

The parties acknowledge that this contract represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. The Employer and the Union agree to waive the right to negotiate with respect to any subject or matter referred to or covered or not specifically referred to in this Agreement for the duration of this contract, unless by mutual consent or as provided in this Agreement.

### **Section C:**

In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.) the provisions of this Agreement may be suspended by the Mayor during the time of the emergency.

### **Section D:**

This Agreement shall remain in effect until September 30, 2019, in accordance with Section A of this Article, and may be automatically renewed for one (1) year periods unless either party gives written notice of its intention to terminate or modify the Agreement no later than 120 days prior to the expiration of the agreement.

### **Section E:**

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control provided, however, that if the Employer desires to institute a major change that has a significant impact upon the term(s) or condition(s) of employment of the entire bargaining unit or any group of bargaining unit employees, the Employer shall provide the Union with advance

notice of the change and upon written request of the Union, the parties shall negotiate the impact and effects of such change.

**Section F:**

All citations to the D.C. Code within this Agreement are to the 2001 Edition, unless stated otherwise.

On this 2<sup>nd</sup> day of November, 2016, and in witness to this Working Conditions Collective Bargaining Agreement between the District of Columbia Department of Corrections and the Fraternal Order of Police/Department of Corrections Labor Committee, the parties hereto set their signatures.

**For the District of Columbia Government  
Department of Corrections**



**Thomas N. Faust**  
Director, Department of Corrections



**Lionel C. Sims Jr., Esq.**  
Director, OLRCB

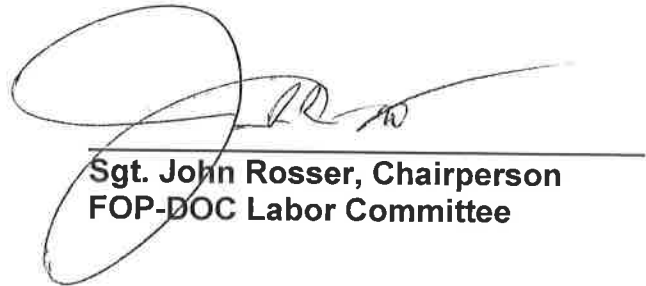


**Dean S. Aqui**  
Supervisory Attorney Advisor, OLRCB



**Paulette S. Hutchings-Johnson**  
Labor Liaison, Department of Corrections

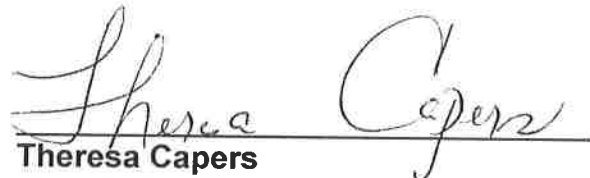
**For the Fraternal Order of Police/  
Department of Corrections Labor  
Committee**



**Sgt. John Rosser, Chairperson**  
FOP-DOC Labor Committee



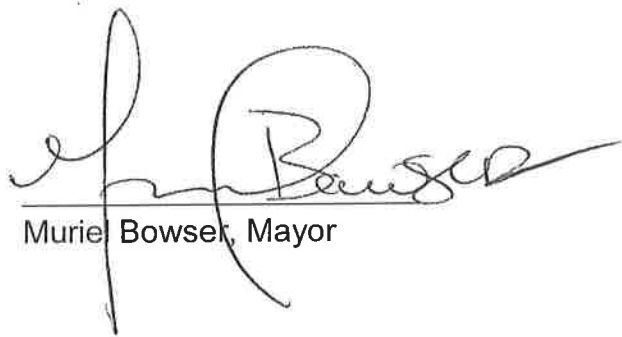
**Mack Wilson**  
Negotiation Team Member



**Theresa Capers**  
Negotiation Team Member

## APPROVAL

The Collective Bargaining Agreement between the District of Columbia Department of Corrections and the Fraternal Order of Police/Department of Corrections Labor Committee dated November 2, 2016 has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 2<sup>nd</sup> day of November, 2016.

A handwritten signature in black ink, appearing to read "Muriel Bowser", is written over a horizontal line. The signature is stylized with a large, looped "B" and a long, sweeping underline that extends to the right.

Muriel Bowser, Mayor





REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity):

1.	negotiations;
2.	discussions between Employer representatives and employees concerning personnel policies, practices, and matters affecting working conditions;
3.	any appeal proceeding or other forum in which the Union is representing an employee or the Union pursuant to its obligations under relevant contract provisions, regulations, or law;
4.	grievance meetings and arbitration hearings;
5.	EEO complaint settlements, and administrative and/or court hearings if a complaint is processed under the negotiated grievance procedure, or if the Union is representing the employee;
6.	a disciplinary or adverse action oral reply meeting, if the Union is designated as representative of the employee;
7.	any meetings for the purpose of presenting replies to the proposed termination of probationers, if the Union is designated as representatives of the employee;
8.	any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as representative of the employee;
9.	attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action under Chapter 16 of the DPM and the employee has requested representation;
10.	informal consultation meetings between the Employer and the Union;
11.	conferring with affected employees about matters for which remedial relief is available under the terms of this Agreement;
12.	preparation of reports, forms, and documents required by law or regulation concerning the proper operation and administration of a labor organization;
13.	to effectuate contacts with officials of government including the Mayor, the Council, Congress and their staffs;
14.	attendance at meetings of committees on which Union representatives are authorized membership by the Employer or this Agreement;
15.	attendance at labor-management partnership meetings or other cooperative effort;
16.	attendance at agency recognized/sponsored activities to which the Union has been invited;
17.	to attend training or other activities designed primarily to further the interests of the Government by improving the Labor-Management relationship;
18.	travel to any of the activities listed above.
19.	
20.	

Attachment 1